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November 2, 1978

WILLIAM A. GRIMES (1904-1977)
J. NICHOLAS SHRIVER, JR. (1913-1977)

J. PAUL BRIGHT, JR.
RANDAL C. COLEMAN
THOMAS D. WASHBURN +
MERLIN H. STARING *
LEWIS C. STRUDWICK
JERVIS SPENCER FINNEY
MANFRED W. LECKSZAS
RICHARD E. HULL *
THOMAS B. EASTMAN
GEORGE T. TYLER
WILLIAM L. BALFOUR
WILLIAM C. TRIMBLE, JR.
WILLIAM A. SNYDER, JR. +
RICHARD R. JACKSON, JR.
FRANK H. WELLER, JR.
MARK L. BISHOFF
DONALD C. GREENMAN
JOHN T. WARD +
KIERON F. QUINN +
JERALD J. OPPEL +
JOHN H. WEST, III +
ROBERT V. BARTON, JR. +
ALAN J. MOGOL

LEONARD C. HOMER +
JOHN A. WOLF
THOMAS W. COONS +
JOHN C. BALDWIN
K. HOUSTON MATNEY
WALTER B. DALY, JR.
GEOFFREY S. TOBIAS
CHARLES F. MACKELVIE ++
JAMES A. HAMMOND
MICHAEL H. DAVIS
M. HAMILTON WHITMAN, JR.
MICHAEL L. QUINN
ROBERT GREGOR FRAME
ROBERT B. KERSHAW
PAMELA J. WHITE
JOHN M. KINSEY

* ADMITTED IN DISTRICT OF
COLUMBIA ONLY
+ ADMITTED IN MARYLAND AND
DISTRICT OF COLUMBIA
++ ADMITTED IN ILLINOIS AND
IOWA ONLY

COUNSEL
FRANK B. OBER
ROBERT W. WILLIAMS
J. RIEMAN MCINTOSH

8-307A123

No. **NOV 3 1978**
Date **NOV 3 1978**
Fee **\$20.10**

ICC Washington, D. C.

Secretary of the Interstate
Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

ATTENTION: Mildred Lee
Room 1227

Dear Sir:

Enclosed herewith for filing in your office pursuant to Section 20c of the Interstate Commerce Act, are five (5) executed counterparts of each of the following:

1. Amendment to Equipment Trust Agreement dated as October 24, 1978, between Heleasco Two, Inc., as Trustor, and The Fidelity Bank, as Trustee, amending that certain Equipment Trust Agreement dated as of July 18, 1978, between Trustor and Trustee, previously filed in your office on August 3, 1978, at 9:25 A.M., Recordation No. 9620-A; and

2. Amendment to Lease of Railroad Equipment dated as of October 24, 1978, between The Fidelity Bank, as Trustee, Lessor, and Consolidated Rail Corporation, Lessee, amending that certain Lease of Railroad Equipment dated as of July 18, 1978, between Lessor and Lessee, previously filed in your office on August 3, 1978, at 9:25 A.M., Recordation No. 9620-B.

Also enclosed is a check in the amount of \$20.00 for the recordation fee.

The names and addresses of the parties to the

RECORDATION NO. 9620-A Filed 1423

NOV 3 1978 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED
NOV 3 3 04 PM '78
I.C.C. OPERATION R.

Carroll J. Cameron

Secretary of the Interstate
Commerce Commission
November 2, 1978
Page Two

foregoing documents are as follows:

Trustee and The Fidelity Bank
Lessor: Broad and Walnut Streets
 Philadelphia, Pennsylvania 19109

Attention: Corporate Trust
Department

Trustor: Heleasco Two, Inc.
 1200 Philadelphia Pike
 Claymont, Delaware 19073

Attention: President

Lessee: Consolidated Rail Corporation
 1310 Six Penn Center Plaza
 Philadelphia, Pennsylvania 19104

Attention: Vice President
and Treasurer

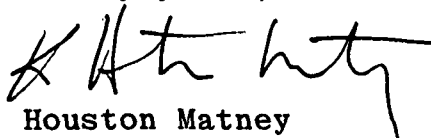
The equipment covered by the Agreements consists of two hundred twenty-seven (227) tri-level enclosed auto racks, bearing Consolidated Rail Corporation's Identifying Numbers CR4501 through 4727 inclusive. Such equipment also bears the following legend:

"Auto Rack Owned By A Bank Or Trust Company Under A Security Agreement Filed Under Section 20c Of The Interstate Commerce Act And Article 9 Of The Pennsylvania Uniform Commercial Code and Leased Under A Lease Deposited Under Section 86 Of The Railway Act Of Canada."

on both sides of each auto rack.

Kindly return to the bearer three (3) counterparts of each of the Agreements.

Sincerely yours,


K. Houston Matney

KHM:mlm

ENC.

Interstate Commerce Commission
Washington, D.C. 20423

11/3/78

OFFICE OF THE SECRETARY

K. Houston Matney
Ober, Grimes & Shriver
1600 Maryland Natl. Bank Bld.
Baltimore, Maryland 21202

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/3/78 at 3:05pm
and assigned recordation number(s) 9620-C & 9620-D

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

AMENDMENT TO
EQUIPMENT TRUST
AGREEMENT

RECORDATION NO. *9620-C* Filed 1425

NOV 3 1978 -3 05 PM
INTERSTATE COMMERCE COMMISSION

Dated as of October 24, 1978

Between

HELEASCO TWO, INC.

Trustor

and

THE FIDELITY BANK

Trustee

CONSOLIDATED RAIL CORPORATION

227 Tri-level Enclosed
Auto Racks

Filed and recorded with the Interstate Commerce Commission
pursuant to Section 20c of the Interstate Commerce Act on
November __, 1978, at _____.M., Recordation No. 9620-__.

AMENDMENT TO EQUIPMENT TRUST AGREEMENT

THIS AMENDMENT TO EQUIPMENT TRUST AGREEMENT (the "Amendment") dated as of October 24, 1978, between HELEASCO TWO, INC., a Delaware corporation ("Trustor"), and THE FIDELITY BANK, a Pennsylvania banking corporation ("Trustee").

WHEREAS, the parties hereto have entered into an Equipment Trust Agreement dated as of July 18, 1978 (the "Trust Agreement"), by the terms of which Trustor appointed Trustee to act as Trustee of the trust therein created on the terms and conditions therein set forth; and

WHEREAS, the parties hereto have determined that it is necessary to amend said Trust Agreement, pursuant to Section 11.01 thereof, in certain particulars as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Section 1.01 of said Trust Agreement is hereby amended by deleting paragraphs (a), (c), (e) and (k) contained therein and, in lieu thereof, the following paragraphs are hereby substituted:

"(a) Aggregate Loan Participants' Commitment shall mean, with respect to each Item of Equipment an amount equal to 74.389% of the Purchase Price of such Item of Equipment, but in no event in excess of Five Million Four Hundred Thousand Dollars (\$5,400,000.00) in the aggregate as to all Items of Equipment."

"(c) Closing Date shall mean August 24, 1978, September 25, 1978 and November 1, 1978, or such other day as may be designated as the "Closing Date" by the Trustor, the Trustee, the Loan Participants and the Lessee;"

"(e) Final Closing Date shall mean the date specified in the notice give by the Lessee pursuant to Section 2 of the Lease (but in no event later than December 1, 1978 unless otherwise agreed by the Trustor, the Trustee, the Loan Participants and the Lessee)."

"(k) Loan Participant's Allocated Commitment shall mean:

(i) as to Provident National Bank, with respect to each Item of Equipment an amount equal to 49.593% of the Purchase Price of such Item of Equipment, but in no event in excess of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) in the aggregate as to all Items of Equipment; and

(ii) as to The Union National Bank of Pittsburgh, with respect to each Item of Equipment an amount equal to 24.796% of the Purchase Price of such Item of Equipment, but in no event in excess of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) in the aggregate as to all Items of Equipment."

Other than as expressly modified herein, the terms and conditions of said Trust Agreement are unchanged and are hereby ratified and confirmed by the parties hereto.

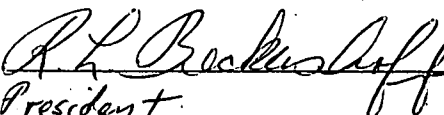
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

HELEASCO TWO, INC.


Asst. Secretary
[SEAL]

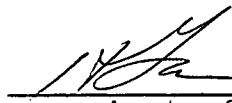
By:

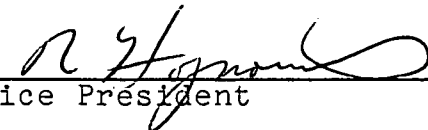

President

TRUSTOR

ATTEST:

THE FIDELITY BANK

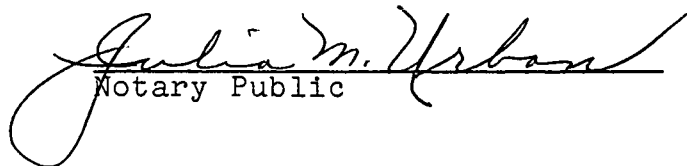

Asst. Secretary
[SEAL]

By: 
Asst. Vice President
TRUSTEE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss:

On this 1st day of November, 1978, before me personally appeared R. L. Beckershoff, to me personally known, who, being by me duly sworn, says that he is the President of Heleasco Two, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

JULIA M. URBAN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 19, 1979
My Commission Expires:


Notary Public

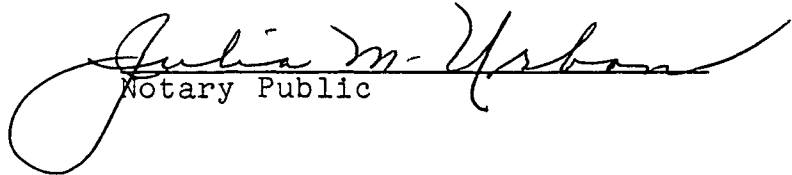
[SEAL]

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss:

On this 1st day of November, 1978, before me personally appeared Richard J. Hojnowski, to me personally known, who,

being by me duly sworn, says that he is a^{ast.} Vice President of The Fidelity Bank, that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My Commission Expires:


Notary Public

JULIA M. URBAN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 19, 1979

[SEAL]